P-3

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INDIA NON JUDICIAL

Government of Karnataka

Rs. 1

e-Stamp

Certificate No.	:	IN-KA27371762451094R
Certificate Issued Date	:	28-Oct-2019 12:39 PM
Account Reference	:	NONACC (BK)/ kakscub08/ GANGANAGAR1/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKAKSCUB08736655820712 27R
Purchased by	:	SRI SAI CONSULTANTS
Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	EXECUTIVE ENGINEER YELAHANKA DIVISION BBMP BNG
Second Party	:	SRI SAI CONSULTANTS
Stamp Duty Paid By	:	SRI SAI CONSULTANTS
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

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SRI SAI CONSULTANTS IN-KA27371762451094R RS. 100 28-OCT-2019 12:39 PM

CONTRACT FOR CONSULTING SERVICES

Agreement No: EE/YNK.D/AG/139/2019-20 **Dated: 5-11-2019**

Please write or type below this line

This Contract is entered into on the between The Executive Engineer, Yelahanka Division BBMP, Bangalore – 560064.

And

Sri. KOTRESHA H (SRI SAI CONSULTANTS) No 366, AGB Layout, 13th main A Block, 12th Cross, Hesaraghatta Main road, Bangalore – 90.

WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and

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Executive Engineer
(Yelahanka Division.)
BBMP, Bangalore

Statutory Alert:
1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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WHEREAS, the Consultant is willing to perform these services, **Consultancy Services for Detailed Project Report, Field Survey, General Report , Basic Drawing, Technical Report, Detailed Drawing, Detailed Cost Estimate for Improvements to roads, drains and other developmental works in ward No:03 & 04 under Road Development head in Chief Minister Nava Nagarothan grants of Yelahanka division (Package -01)**

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services:

(i) The Consultant shall perform the services specified in Attachment A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("The Services").

(ii) The Consultant shall provide the personnel listed in Attachment B, Consultant's Personnel" to perform the Services

(iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Attachment C, "Consultant's Reporting Obligations".

2. Term:

The Consultancy services for preparation of project report for the said project roads will be required for a period of 2 weeks.

3. Payment:

A. Ceiling: For Services rendered pursuant to Attachment A, the Client shall pay the Consultant an amount not to exceed **Rs. 9,20,000.00 /-** (Rupees Nine Lakhs Twenty thousand only) **inclusive of all taxes.** This amount has been established based on the understanding that it includes all of the Consultant's costs as well as any tax obligation that may be imposed on the Consultant. The Consultant has submitted Security deposit amount received of **Rs. 46,000/-** in the form of FD Vide No:180150302, **Dated: 05.11.2019** From Bank of Bank of India , Security deposit recovered from the Consultant shall be released only after approval of DPR without interest thereon as per tender document.

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B. <u>Schedule of Payments</u>

The Schedule of payments shall be as under:

i. 10% of Contract Price: On submission of Inception Report.
ii. 40% of Contract Price: On submission of Feasibility Study Report along with Soil Investigation Report
iii. 20% of Contract Price: On submission of Basic Engineering Drawings and Detailed Cost Estimate
iv. 20% of Contract Price: On submission of Detailed Project Report
v. 10% of Contract Price: On Submission of Tender Document

Note: All payments shall be made on submission of pre-receipted invoices by the Consultant in duplicate for the respective stages.

D. <u>Payment Conditions</u>:

Payment shall be made in Indian Rupees, no later than 90 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4.

4. Contract Administration:

8. Coordinator:

The Client designates Executive Engineer (Yelahanka Division) As Client's Coordinator. The Coordinator shall be responsible for the coordination of activities under the Contract, for acceptance and approval of the reports and other deliverables by the consultant and for receiving and approving invoices for the payment.

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B. Reports:

The Report listed in Attachment B, "Consultant's Reporting Obligations" Shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under Clause 3.

5. Performance Standards:

The Consultants undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality:

The Consultant shall not, during the term of the Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Clients business or operations without the prior written consent of the Client.

7. Ownership of Material:

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong and remain the property of the Client. The Consultant may retain a copy of such documents and software: but shall not use them for purposes unrelated to this Contract without prior written approval of the Client.

8. Consultant not to be engaged in certain activities:

The Consultant agrees that during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

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9. Insurance:

The Consultant will be responsible for appropriate insurance coverage. In this regard, the Consultant shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultant shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with the services which result from the fault of the Consultant or its staff. The Consultant shall provide the Client with certification thereof up on request.

10. Assignment:

The Consultant shall not assign this Contract or to Sub-Contract any portion without the Client's prior written consent.

11. Law governing the Contract:

The Contract shall be governed by the Laws of India.

12. Indemnify the Client:

The Consultant shall indemnify and hold harmless the Client against any and all claims, demands and/or judgments of any nature brought against the Client arising out of the Services by the Consultant and its staff under the Contract. The obligation under this Clause shall survive the termination of the Contract.

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